

## MORTGAGE OF REAL ESTATE

3778 PROYNER-LARLAND CO.-GRANVILLE

additional Bonds upon the basis of Bonds so paid, redeemed, purchase, retired or used;

(5) That all the the Bonds made the basis for the application were theretofore issued by the Company; and

(b) The resolution, opinion of counsel and cash required by Subdivisions (a), (c) and (d) of Section 3 of this Article.

## ARTICLE IV.

## Particular Covenants of the Company

The Company hereby covenants, warrants and agrees:

SECTION 1. That the Company will punctually pay or cause to be paid the principal, premium, if any, and interest to become due in respect of all the Bonds duly issued hereunder according to the terms thereof; and that the Company will pay interest on the principal amount of the Bonds after any default shall have been made in the payment of such principal when the same shall become due and payable, whether at the date of maturity expressed therein, by call for redemption, by declaration as hereinafter provided, or otherwise, and will pay interest on the instalments of interest in default at or before the time when such principal shall become due and payable, in each case at the greater of (i) the rate specified in such Bonds to be payable until maturity or (ii) five per cent (5%) per annum. As the coupons are paid they shall be forthwith canceled.

SECTION 2. That coupons or claims for interest shall not be kept alive after maturity by extension or by purchase thereof by or on behalf of the Company; and no coupon or claim for interest which in any way at or after maturity shall have been transferred or pledged, separate or apart from the Bond to which it relates, or which shall in any manner have been kept alive after maturity by extension or by purchase thereof by or on behalf of the Company, shall be entitled, in case of a default hereunder, to any benefit of or from this Indenture, except after the prior payment in full of the principal of the Bonds and of all coupons and claims for interest not so transferred, pledged, kept alive or extended.

SECTION 3. That the Company is lawfully seized and possessed of all the mortgaged property; that it has good right and lawful authority to mortgage the same as provided in this Indenture; and that the mortgaged property is at the date hereof free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to or pari passu with this Indenture, except as set forth in the granting clauses hereof; and that, subject to the lien of the Indenture of Mortgage dated July 1, 1914 (and any and all instruments supplemental thereto) of the Company described in the granting clauses hereof, which under Section 15 of this Article the Company has covenanted to discharge, the Company will keep and maintain this Indenture, a valid and direct first lien, subject only to permitted liens and judgement liens with respect to which sufficient cash has been deposited with the Trustee to discharge the same, upon all of the property, so long as it is owned by the Company, described in the granting clauses hereof or made the basis for the authentication of any additional Bonds or the release of any property or obligations or the withdrawal or redeution of any cash under any of the provisions of this Indenture.

SECTION 4. That the Company will at all times keep an office or agency, which any of the Bonds are outstanding, at each place at which the principal or interest of any of the Bonds shall be payable, where notices, presentations and demands to or upon the Company in respect of such Bonds or coupons as may be payable at such place or in respect of this Indenture may be given or made, and will give the Trustee written notice of the location of and any change in the location of each such office or offices or agency or agencies. The principal office of the Trustee in the Borough of Manhattan, The City of New York, shall be conclusively deemed to be an office or agency of the Company for such purposes, and the Company hereby appoints the Trustee its agent, on its behalf, to receive all such notices, presentations and demands.